



## Community Affairs and Resource Center

Contract#: CARC 2017-02328-0065-00

### Request for Qualifications (RFQ)

**For: Community Affairs & Resource Center (CARC)  
Lead-Safe Home Remediation Pilot Grant Program**

Event	Date	Time
<b>Bidder's Question Due Date</b> (Refer to <a href="#">RFQ Section 1.3.1</a> for more information.)	2/9/2017	1:00 PM
<b>Mandatory Pre-bid Conference</b>	None	N/A
<b>Mandatory Site Visit</b>	None	N/A
<b>Bid Submission Due Date</b> (Refer to <a href="#">RFP Section 1.3.2</a> for more information.)	2/13/2017	1:00 PM
<b>Bid Opening Date:</b>	2/13/2017	2:00 PM

**ALL PROPOSALS MUST BE SUBMITTED NO LATER THAN THE DATE AND TIME ADVERTISED FOR THIS BID TO:**

Community Affairs and Resource Center  
913 Sewall Ave.,  
Asbury Park, New Jersey 07712  
ATTN: LEAD-SAFE HOME REMEDIATION PILOT GRANT PROGRAM

Dates are subject to change. All changes will be emailed to all agencies currently certified by DCA for lead abatement.

Date: January 23, 2017

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## **1.0 INFORMATION FOR BIDDERS**

### **1.1 PURPOSE AND INTENT**

This Request for Qualifications (RFQ) is issued by the Executive Director of Community Affairs and Resource Center (CARC). The purpose of this RFQ is to solicit bid proposals for the purpose of hiring one or more NJ Certified Lead Abatement Contractors to provide lead remediation services in support of the Lead-Safe Home Remediation Pilot Grant Program which Community Affairs and Resource Center is administrating on behalf of NJ Department of Community Affairs for the benefit of residents in 40 units in Monmouth, Ocean and Atlantic Counties. Contracts will be awarded to successful bidders for the duration of the program (24 months from startup November 1, 2016).

The intent of this RFQ is to award contracts to one or more responsible bidders whose bid proposal conforms to this RFQ, and are most advantageous to CARC, price and other factors considered. After CARC has selected a pool of qualified contractors, the scope of work for each unit needing lead hazard control services will be presented one-by-one to the selected contractors for specific bids on each separate unit. CARC reserves the right to reject any and all proposals when it is determined by CARC to be in its best interests. CARC further reserves the right to waive minor irregularities in proposals submitted in response to this RFQ.

The NJ Standard Terms & Conditions version 10/21/2011 will apply to all contracts or purchase agreements made with Community Affairs and Resource Center. These terms are in addition to the terms and conditions set forth in this RFQ and should be read in conjunction with them unless the RFQ specifically indicates otherwise.

### **1.2 BACKGROUND**

The purpose of the Lead-Safe Home Remediation Pilot Grant Program is to identify and remediate lead-based paint hazards via interim controls to prevent elevated blood lead levels in children and pregnant women in municipalities in New Jersey with high reported incidence of elevated blood lead levels in children under age six. Demand for services under this RFQ will be in municipalities in Monmouth, Ocean and Atlantic Counties. The successful bidders shall identify on their bid documents the counties within which they can perform the duties listed herein within the timeframes required by the Lead-Safe Home Remediation Pilot Grant Program. Bidders are free to bid on any or all Counties.

### **1.3 KEY EVENTS**

#### **1.3.1 ELECTRONIC QUESTION AND ANSWER PERIOD**

The Executive Director will accept questions and inquiries from all potential bidders electronically via email. To submit a question, please email us at [aholmscheller@carcnj.org](mailto:aholmscheller@carcnj.org)

Questions should be directly tied to the RFQ and asked in consecutive order, from beginning to end, following the organization of the RFQ. Each question should begin by referencing the RFQ page number and section number to which it relates.

Bidders are not to contact the Using Agency directly concerning this RFQ.

The cut-off date for electronic questions and inquiries relating to this RFQ is indicated on the cover sheet. Addenda to this RFQ, **if any**, will be emailed to all NJ Certified Lead Abatement Contractors with the email address provided to CARC.

### **1.3.2 SUBMISSION OF BID PROPOSAL**

In order to be considered for award, the bid proposal must be received by Community Affairs and Resource Center (CARC) at the appropriate location on the date specified on the cover page by the required time. **ANY BID PROPOSAL NOT RECEIVED ON TIME AT THE LOCATION INDICATED BELOW WILL BE REJECTED. THE DATE AND TIME IS INDICATED ON THE COVER SHEET. THE LOCATION IS AS FOLLOWS:**

BID RECEIVING ROOM—Reception Desk  
Community Affairs and Resource Center  
913 Sewall Ave  
Asbury Park, New Jersey 07712

Procedural inquiries on this RFQ may be directed to [aholmscheller@carcnj.org](mailto:aholmscheller@carcnj.org). This e-mail address may also be used to submit requests to review bid documents. The Organization will not respond to substantive questions related to the RFQ or any other contract via this e-mail address.

## **1.4 ADDITIONAL INFORMATION**

### **1.4.1 ADDENDA: REVISIONS TO THIS RFQ**

In the event that it becomes necessary to clarify or revise this RFQ, such clarification or revision will be by addendum. Any addendum to this RFQ will become part of this RFQ and part of any contract awarded as a result of this RFQ.

ALL RFQ ADDENDA WILL BE E-MAILED TO THE E-MAIL PROVIDED TO OUR ORGANIZATION. PLEASE CHECK YOUR E-MAILS AND FOLLOW UP WITH THE AGENCY FOR ANY ADDENDA. ALL INQUIRES MUST INCLUDE THE BID NUMBER.

There are no designated dates for release of addenda. Therefore, interested bidders should check their emails on a daily basis from time of RFQ issuance through bid opening.

It is the sole responsibility of the bidder to be knowledgeable of all addenda related to this procurement.

#### **1.4.2 BIDDER RESPONSIBILITY**

The bidder assumes sole responsibility for the complete effort required in submitting a bid proposal in response to this RFQ. No special consideration will be given after bid proposals are opened because of a bidder's failure to be knowledgeable as to all of the requirements of this RFQ.

#### **1.4.3 COST LIABILITY**

The Organization assumes no responsibility and bears no liability for costs incurred by a bidder in the preparation and submittal of a bid proposal in response to this RFQ.

#### **1.4.4 CONTENTS OF BID PROPOSAL**

Subsequent to bid opening, all information submitted by bidders in response to the bid solicitation is considered public information, except as may be exempted from public disclosure by the Open Public Records Act, N.J.S.A. 47:1A-1 et seq., and the common law. Because the Organization proposes to negotiate and/or pursue a Best and Final Offer, bid proposals will not be made public until the Letter of Intent to Award is issued.

A bidder may designate specific information as not subject to disclosure when the bidder has a good faith legal/factual basis for such assertion. The Organization reserves the right to make the determination and will advise the bidder accordingly. The location in the bid proposal of any such designation should be clearly organized in a cover letter. **The Organization will not honor any attempt by a bidder either to designate its entire bid proposal as proprietary and/or to claim copyright protection for its entire proposal.**

By signing the cover sheet of the RFQ, the bidder waives any claims of copyright protection set forth within the manufacturer's price list and/or catalogs. The price lists and/or catalogs must be accessible to using agencies and cooperative purchasing partners and thus have to be made public to allow all eligible purchasing entities access to the pricing information.

All bid proposals, with the exception of information determined by the Organization or the Court to be proprietary, are available for public inspection after the Letter of Intent to Award is issued. At such time, interested parties can make an appointment with the Executive Director to inspect bid proposals received in response to this RFQ.

#### **1.4.5 BID OPENING**

On the date and time bid proposals are due under the RFQ, only the names of the bidders submitting bid proposals will be publicly announced. The contents of the bid proposals shall remain confidential until the Notice of Intent to Award is issued by the Executive Director.

#### **1.4.6 PRICE ALTERATION**

Bid prices must be typed or written in ink. Any price change (including "white-outs") must be initialed. Failure to initial price changes shall preclude a contract award from being made to the bidder.

### **1.4.7 BID ERRORS**

In accordance with N.J.A.C. 17:12-1.22, “Bid Errors,” a bidder may withdraw its bid as follows:

A bidder may request that its bid be withdrawn prior to bid opening. Such request must be made, in writing, to the Executive Director. If the request is granted, the bidder may submit a revised bid as long as the bid is received prior to the announced date and time for bid opening and at the place specified.

If, after bid opening but before contract award, a bidder discovers an error in its proposal, the bidder may make written request to the Executive Director for authorization to withdraw its proposal from consideration for award. Evidence of the bidder’s good faith in making this request shall be used in making the determination. The factors that will be considered are that the mistake is so significant that to enforce the contract resulting from the proposal would be unconscionable; that the mistake relates to a material feature of the contract; that the mistake occurred notwithstanding the bidder’s exercise of reasonable care; and that the Organization will not be significantly prejudiced by granting the withdrawal of the proposal. Note: a PB-36 complaint form may be filed and forwarded to the Division’s Contract Compliance and Audit Unit (CCAU) for handling. A record of the complaint will also be maintained in the Division’s vendor performance file for evaluation of future bids submitted.

All bid withdrawal requests must include the bid identification number and the final bid opening date and sent to the following address:

*Attention: Lead-Safe Home Remediation Pilot Grant Program Manager  
Community Affairs and Resource Center  
913 Sewall Ave,  
Asbury Park,  
New Jersey 07712*

If during a bid evaluation process, an obvious pricing error made by a potential contract awardee is found, the Executive Director shall issue written notice to the bidder. The bidder will have five days after receipt of the notice to confirm its pricing. If the vendor fails to respond, its bid shall be considered withdrawn, and no further consideration shall be given it.

If it is discovered that there is an arithmetic disparity between the unit price and the total extended price, the unit price shall prevail. If there is any other ambiguity in the pricing other than a disparity between the unit price and extended price and the bidder’s intention is not readily discernible from other parts of the bid proposal, the Executive Director may seek clarification from the bidder to ascertain the true intent of the bid.

### **1.4.8 JOINT VENTURE**

If a joint venture is submitting a bid proposal, the agreement between the parties relating to such joint venture should be submitted with the joint venture’s bid proposal. Authorized

signatories from each party comprising the joint venture must sign the bid proposal. A separate Ownership Disclosure Form, Disclosure of Investigations and Actions Involving Bidder, Affirmative Action Employee Information Report, MacBride Principles Certification, and Business Registration or Interim Registration must be supplied for each party to a joint venture.

#### **1.4.9 SECTION 3 COMPLIANCE**

Section 3 of the Housing and Urban Development Act of 1968 recognizes that the normal expenditure of certain HUD funds typically results in new jobs, contracts, and other economic opportunities; and when these opportunities are created, low- and very low-income persons residing in the community in which the funds are spent (regardless of race and gender), and the businesses that substantially employ them, shall receive priority consideration. Section 3 is one of HUD's tools for ensuring that the expenditure of federal funds in economically distressed communities has a multiplier effect by targeting local low- and very low-income persons and qualified businesses for jobs, training, and contracting opportunities.

The Lead-Safe Home Remediation Pilot Grant Program must comply with Section 3 of the Housing and Urban Development Act of 1968. As a result all contractors must submit a Section 3 Bid Package with their proposal for Lead Abatement.



## 2.0 DEFINITIONS

### 2.1 GENERAL DEFINITIONS

The following definitions will be part of any contract awarded or order placed as result of this RFQ.

**Addendum** – Written clarification or revision to this RFQ issued by the organization.

**Amendment** – A change in the scope of work to be performed by the contractor. An amendment is not effective until it is signed by the Executive Director, Division of Purchase and Property.

**Bidder** – An individual or business entity submitting a bid proposal in response to this RFQ.

**Contract** – This RFQ, any addendum to this RFQ, and the bidder's proposal submitted in response to this RFQ, as accepted by the Organization.

**Contractor** – The bidder awarded a contract resulting from this RFQ. Also referred to as the Implementation Contractor.

**Executive Director** – chief **executive** officer (CEO) or managing **director** of Community Affairs and Resource Center.

**Evaluation Committee** – A committee established by the Executive Director to review and evaluate bid proposals submitted in response to this RFQ and to recommend a contract award to the Director.

**Firm Fixed Price** – A price that is all-inclusive of direct cost and indirect costs, including, but not limited to, direct labor costs, overhead, fee or profit, clerical support, equipment, materials, supplies, managerial (administrative) support, all documents, reports, forms, travel, reproduction and any other costs. No additional fees or costs shall be paid by the Organization unless there is a change in the scope of work.

**Joint Venture** – A business undertaking by two or more entities to share risk and responsibility for a specific project.

**May** – Denotes that which is permissible, not mandatory.

**Project** – The undertaking or services that are the subject of this RFQ.

**Request for Qualifications (RFQ)** – This document which establishes the bidding and contract requirements and solicits bid proposals to meet the purchase needs of the using Agencies as identified herein.

**Shall or Must** – Denotes that which is a mandatory requirement. Failure to meet a mandatory requirement will result in the rejection of a bid proposal as materially non-responsive.

**Should** – Denotes that which is recommended, not mandatory.

**The Organization’s Project Manager** – The individual responsible for the approval of all deliverables, i.e., tasks, sub-tasks or other work elements in the Scope of Work as set forth by the Executive Director

**Subtasks** – Detailed activities that comprise the actual performance of a task.

**The Organization** – Community Affairs and Resource Center

**Subcontractor** – An entity having an arrangement with a Organization contractor, where the Organization contractor uses the products and/or services of that entity to fulfill some of its obligations under its Organization contract, while retaining full responsibility for the performance of all of its [the contractor's] obligations under the contract, including payment to the subcontractor. The subcontractor has no legal relationship with the Organization, only with the contractor.

**Task** – A discrete unit of work to be performed.

**Using Agency[ies]** – The entity[ies] for which CARC and/or the Division has issued this RFQ and will enter into a contract.

## **2.2 CONTRACT SPECIFIC DEFINITIONS**

None

### **3.0 SCOPE OF WORK**

#### **3.1 QUALIFICATIONS OF BIDDERS/CONTRACTOR:**

1. An eligible bidder shall be certified by the New Jersey Department of Community Affairs as a Lead Abatement Contractor in accordance with N.J.A.C. 5:17 Lead Hazard Evaluation and Abatement Code and shall either be certified or employ individuals certified by the Department of Health and Senior Services or shall contract with same for the provision of services under this RFQ.
2. Dual license carriers (lead evaluation and lead abatement) shall not perform lead remediation services funded in whole or in part by the Lead-Safe Home Remediation Pilot Grant Program or any federally funded program administered by the IEHU if they have provided the lead evaluation services listed for that project.
3. Experience:  
The firm must have two (2) years of experience in the following:
  - i) Housing renovation (remediation/abatement), planning, design and monitoring of rehabilitation activities including report writing.
4. The lead remediation/abatement contractor shall employ sufficient staff and equipment to perform under the contract. Bidders shall provide a staffing plan and project organizational plan that details their ability to handle multi-engagements. Special skills such as bi-lingual staff shall be identified if possible. Resumes of all individuals assigned to the contract shall be included in the bid submission.
5. Lead remediation/abatement contractors must have the capacity to receive work orders for services and monitoring reports via the internet.

#### **3.2 GENERAL REQUIREMENTS:**

Community Affairs and Resource Center (CARC) will through this Request for Qualifications (RFQ) process hire one or more NJ Certified Lead Abatement Contractors to provide lead hazard remediation services in up to 40 houses and/or apartments in support of the Lead-Safe Home Remediation Pilot Grant Program. Contracts will be awarded to successful bidders for the duration of the program (24 months from startup date November 1, 2016).

After CARC has selected a pool of qualified contractors as a result of this RFQ process, the scope of work for each house/apartment needing lead hazard remediation services will be presented one-by-one to the selected contractors for specific bids on each separate house/apartment. CARC reserves the right to reject any and all proposals when it is determined by CARC to be in its best interests. CARC further reserves the right to waive minor irregularities in proposals submitted in response to this RFQ.

After being awarded the final bid on a house/apartment, the selected lead remediation/abatement contractor must be able to respond to work orders and process within the following timeframes:

- a) **Contact with property owner, or contact via CARC** - within two (2) business days with an appointment to start the work on the house/apartment. A confirmatory notice via e-mail will be transmitted to CARC within twenty-four (24) hours of scheduling appointments.
- b) **The duration of the lead remediation work** - will be determined in the specific contract for each house/apartment.
- c) **Validation of rehabilitation work completion** – requests for validation of rehabilitation work completion will be received directly from the contractor. Response to requests will be the same day or next day with a report on work deficiencies/completion (scope validation) provided to the contractor and CARC within twenty-four (24) hours of the inspection.
- d) **Consultation/Monitoring** – within two (2) business days of work order.
  - i) **No show/no entry** – The bidder shall provide the details of their no show/no entry policy. A no show/no entry is when a property owner or occupant fails to keep a scheduled appointment and the contractor is unable to gain entry.
  - ii) **Lighting** – The bidder shall provide to CARC in advance a notice that includes the cost for their provision of lighting.
  - iii) **Subcontracting** – Bidders shall include a list of all subcontractors to be used in the fulfillment of the contract. They shall also provide all information required herein at “Qualifications of Contractor” for each subcontractor.
  - iv) **Emergency Services** – Bidders shall provide details on what lead services will be available on an emergency basis. Emergency services shall be completed same day and may be required after hours, on weekends or holidays. Emergency services shall be priced separately from regular services.

### **3.3 LEAD SERVICES – SCOPES OF WORK AND SPECIFICATIONS:**

1. A scope of work for each housing unit will be prepared by CARC’s contracted lead evaluator procured through a separate RFP process. For projects funded under the Lead-Safe Home Remediation Pilot Grant Program, the scope shall be prepared utilizing the Lead-Safe Home Remediation Pilot Grant Program completion criteria applicable to the project (either remediation or abatement order assistance). For federally funded prevention projects, the scope shall be prepared utilizing the hybrid treatment method, and for federally funded projects with a Notice of Violation issued by the Local Board of Health, the scope shall be prepared using abatement methods for all interior lead hazards and interim control of exterior lead hazards unless prohibited otherwise by the health department.

2. A Rehabilitation scope of work will be prepared by CARC's contracted lead evaluator. Lead hazard control scopes of work shall identify, in general terms, the quantity, location and nature of the work that must be performed (i.e., replace the A1 and A2 windows in Room 5 - Kitchen).

Specifications shall identify the preparation required for the activity, provide guidance on how the activity should be performed, and provide minimum standards for; materials to be used, replacement components and finishes.

For lead hazard control services utilizing abatement methods, scopes of work and lead specifications must conform to the preparation and treatment methods found at N.J.A.C. 5:17 Lead Evaluation and Abatement Code. The preparer shall utilize good building practices together in consultation with the property owner to determine the actual treatment method to be used when the Lead-Safe Home Remediation Pilot Grant Program provides a choice of treatment method (i.e. enclosure, replacement, encapsulation or paint removal). If the housing unit is under a Notice of Violation with an order from the local board of health to abate lead-based paint hazards, the scope of work and lead specifications must conform with the requirements at N.J.A.C. 8:51 Childhood Lead Poisoning.

For lead hazard remediation services utilizing interim controls, scopes of work and lead specifications must conform to the preparation and treatment methods found at 24 CFR 35.1330(b) Lead Safe Housing Rule and Chapter 11 of the HUD Guidelines. The preparer must insure that the treatment methods selected comply with the Lead-Safe Home Pilot Grant Program hybrid treatment method. The preparer shall utilize good building practices together in consultation with the property owner to determine the actual treatment method to be used when the hybrid treatment method provides a choice of treatment (i.e., paint stabilization or temporary barrier).

For work necessary to correct housing conditions that contribute to the presence of lead-based paint hazards or lead dust hazards a rehabilitation scope of work shall be prepared which identifies the methods to be used to repair and/or correct the housing condition utilizing good building practices together in consultation with the property owner to determine the actual treatment method to be used.

Rehabilitation scopes of work for correction of housing conditions that contribute to the deterioration of lead-based paint (causative factors) and specifications must be provided on a room-by-room basis, with each specific component being treated identified, (i.e., Room 5, Kitchen - replacement of window sashes of windows A1, A2, & B2). If a component has multiple parts, such as window trim, each part requiring treatment must be identified (i.e., Room 6, Bedroom - wet scrape and paint interior window casings, stool, and apron.) Specifications shall identify the preparation required for the activity, provide guidance on how the activity should be performed, and provide minimum standards for materials to be used, replacement components and finishes.

Rehabilitation scopes of work will include the appropriate quantity, dimensions or measurements for the component being treated (i.e., Room 5, Kitchen - enclose all walls 400 sq. ft.).

Both lead hazard control and rehabilitation scopes shall be developed by CARC's contracted lead evaluator to insure that there will not be an adverse effect on an historic building or a contributing building within an historic district.

### **3.4 LEAD SERVICES – COST ESTIMATES:**

A line item cost estimate for each lead, rehabilitation or other home improvement scope of work shall be prepared which coincides with the line items in the scope of work. The basis for costs to be used in the contract shall be identified in the bid and the mechanism to be utilized to insure cost estimates reflect market conditions shall be provided.

### **3.5 LEAD SERVICES – CONTRACTOR BID PACKAGES:**

Bid packages designed for contractors who will be performing work shall be prepared in a format that allows for line-item bidding. The bid document shall coincide with the cost estimate to allow for easy comparison of pricing.

Bid packages for lead abatement/remediation services must allow for the provision of the following bidder's information: Name of licensed abatement firm, name of individual preparing bid, relationship to licensed firm, firm's license number, and date of bid preparation and time period for which the bid is good and the estimated time to complete work.

### **3.6 LEAD SERVICES – PROPERTY MAINTENANCE PLAN:**

Property maintenance plan shall be prepared for projects when requested by CARC.

Property maintenance plans must include a list of all leaded components, identify which have been treated and which have not, describe the treatment where applicable (enclosure, replacement, stripping, encapsulation, stabilization) and describe the actions that must be taken to maintain the integrity of the treatments. The maintenance plan must also include steps the property owner should take to insure any untreated leaded surfaces and/or components remain lead-safe.

### **3.7 LEAD STATUS CERTIFICATES**

Following the completion of each project, the CARC's contracted Lead Evaluation Contractor will issue the appropriate Certificate (Lead Free, Lead Free Interior or Lead Hazard Free) in accordance with the requirements at N.J.A.C. 5:17-3.6(b) or (c) as applicable.

## **4.0 BID PROPOSAL PREPARATION AND SUBMISSION**

### **4.1 GENERAL**

The bidder is advised to thoroughly read and follow all instructions contained in this RFQ, including the instructions on the RFQ's signatory page, in preparing and submitting its bid proposal.

Note: Bid proposals shall not contain URLs (Uniform Resource Locators, i.e., the global address of documents and other resources on the World Wide Web) or web addresses. Inasmuch as the web contains dynamically changing content, inclusion of a URL or web address in a bid response is indicative of potentially changing information. Inclusion of a URL or web address in a bid response implies that the bid's content changes as the referenced web pages change.

### **4.2 BID PROPOSAL DELIVERY AND IDENTIFICATION**

In order to be considered, a bid proposal must arrive at the agency in accordance with the instructions on the RFQ signatory page

Bidders are cautioned to allow adequate delivery time to ensure timely delivery of bid proposals.

**Organization regulation mandates that late bid proposals are ineligible for consideration. THE EXTERIOR OF ALL BID PROPOSAL PACKAGES ARE TO BE LABELED WITH THE BID IDENTIFICATION NUMBER AND THE FINAL BID OPENING DATE OR RISK NOT BEING RECEIVED IN TIME.**

### **4.3 NUMBER OF BID PROPOSAL COPIES**

The bidder must submit **one (1) complete ORIGINAL bid proposal**, clearly marked as the "ORIGINAL" bid proposal. The bidder should submit **three (3) full, complete and exact copies** of the original. The copies requested are necessary in the evaluation of the bid proposal. A bidder failing to provide the requested number of copies will be charged the cost incurred by the Organization in producing the requested number of copies. It is suggested that the bidder make and retain a copy of its bid proposal.

A bidder failing to provide the requested number of copies will be charged the cost incurred by the Organization in producing the requested number of copies.

### **4.4 BID PROPOSAL CONTENT**

The bid proposal should be submitted in one volume and that volume divided into four (4) sections with tabs (separators), and the content of the material located behind each tab, as follows:

- **Section I - Forms (Section 4.4.1 - 4.4.3.)**
- **Section II - Technical Proposal (Section 4.4.4)**
- **Section III - Organizational Support and Experience (Section 4.4.5)**
- **Section IV- Cost Proposal (Section 4.4.6)**

#### **4.4.1 FORMS: MUST BE SUBMITTED WITH BID PROPOSAL (SECTION I)**

##### **4.4.1.1 SIGNATORY PAGE**

The bidder shall complete and submit the Signatory page provided in this RFQ. The Signatory page shall be signed by an authorized representative of the bidder. If the bidder is a limited partnership, the Signatory page must be signed by a general partner. If the bidder is a joint venture, the Signatory page must be signed by a principal of each party to the joint venture. Failure to comply will result in rejection of the bid proposal.

##### **4.4.1.2 OWNERSHIP DISCLOSURE FORM**

In the event the bidder is a corporation, partnership or sole proprietorship, the bidder must complete the attached Ownership Disclosure Form. A current completed Ownership Disclosure Form must be received prior to or accompany the bid proposal. Failure to do so will preclude the award of a contract.

##### **4.4.1.3 DISCLOSURE OF INVESTIGATIONS/ACTIONS INVOLVING BIDDER**

The bidder shall provide a detailed description of any investigation, litigation, including administrative complaints or other administrative proceedings, involving any public sector clients during the past five years including the nature and status of the investigation, and, for any litigation, the caption of the action, a brief description of the action, the date of inception, current status, and, if applicable, disposition. The bidder shall use the Disclosure of Investigations and Actions Involving Bidder form.

##### **4.4.1.4 DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN**

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Bidders must review this list prior to completing the below certification. Failure to complete the certification will render a bidder's proposal non-responsive. If the Director finds a person or entity to be in violation of law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party

##### **4.4.1.5 NOTICE OF INTENT TO SUBCONTRACT FORM & SUBCONTRACTOR UTILIZATION FORM**

All bidders shall complete the attached Notice of Intent to Subcontract Form to advise the Organization as to whether or not a subcontractor will be utilized to provide any goods or services under the contract. If this is a Small Business Subcontracting set-aside contract, the bidder must comply with the Procedures for Small Business Participation as Subcontractors.

If the bidder intends to utilize a subcontractor, the Subcontractor Utilization Form must be completed and submitted with the bid proposal.



## **4.4.2 PROOFS OF REGISTRATION THAT MUST BE SUBMITTED WITH THE BID PROPOSAL**

### **4.4.2.1 BUSINESS REGISTRATION CERTIFICATE FROM THE DIVISION OF REVENUE**

FAILURE TO SUBMIT A COPY OF THE BIDDER'S BUSINESS REGISTRATION CERTIFICATE (OR INTERIM REGISTRATION) FROM THE DIVISION OF REVENUE WITH THE BID PROPOSAL MAY BE CAUSE FOR REJECTION OF THE BID PROPOSAL.

The bidder may go to [www.nj.gov/nibgs](http://www.nj.gov/nibgs) to register with the New Jersey Division of Revenue or to obtain a copy of an existing Business Registration Certificate.

### **4.4.2.2 SMALL BUSINESS SET-ASIDE CONTRACTS**

This is a Set-Aside Contract for Category I, II, and III Small Businesses. The bidder must be registered as a qualifying small business with the New Jersey Commerce, Economic Growth and Tourism Commission (Commerce) by the date the bid is received and opened. Evidence that the bidder has registered with Commerce as a small business should be submitted with the bid proposal.

\*\*\*\*\*IMPORTANT NOTE: EVEN IF THE BIDDER IS AN INCUMBENT CONTRACTOR AND/OR HAS BEEN PREVIOUSLY REGISTERED OR CERTIFIED UNDER THE FORMER SBE/MBE/WBE PROGRAM, THE BIDDER WILL NEED TO BE SURE THAT IT IS REGISTERED ON THE DAY OF BID RECEIPT AND OPENING WITH THE COMMERCE COMMISSION UNDER THE NEW, SMALL BUSINESS PROGRAM TO BE ELIGIBLE FOR AWARD. THE TELEPHONE NUMBER TO CALL COMMERCE TO CHECK REGISTRATION STATUS IS 609 292-2146.\*\*\*\*\*

This is a contract with set aside subcontracting goals for Small Businesses. All bidders must include in their bid proposal a completed and signed **Notice of Intent to Subcontract**. Bidders intending to utilize subcontractors must also include a completed and signed Subcontractor Utilization Plan form. Failure to submit the required forms shall result in a determination that the bid is materially non-responsive.

## **4.4.3 FORMS THAT MUST BE SUBMITTED BEFORE CONTRACT AWARD AND SHOULD BE SUBMITTED WITH THE BID PROPOSAL (SECTION I)**

### **4.4.3.1 MACBRIDE PRINCIPLES CERTIFICATION**

The bidder is required to complete the attached MacBride Principles Certification evidencing compliance with the MacBride Principles. The requirement is a precondition to entering into an Organization contract.

#### **4.4.3.2 AFFIRMATIVE ACTION**

The bidder is required to submit a copy of Certificate of Employee Information or a copy of Federal Letter of Approval verifying that the bidder is operating under a federally approved or sanctioned Affirmative Action program. If the bidder has neither document of Affirmative Action evidence, then the bidder must complete the attached Affirmative Action Employee Information Report (AA-302). This requirement is a precondition to entering into an Organization contract. The Affirmative Action Employee Information Report (AA-302) is sent with this RFP

#### **4.4.4 TECHNICAL PROPOSAL (SECTION II)**

In this Section, the bidder shall describe its approach and plans for accomplishing the work outlined in the Scope of Work Section 3.0. The bidder must set forth its understanding of the requirements of this RFQ and its ability to successfully complete the contract. Each section ( I – IV) should be clearly labeled and identifiable as described in item 4.4. This Section of the bid proposal should contain at least the following information:

##### **4.4.4.1 MANAGEMENT OVERVIEW**

The bidder shall set forth its overall technical approach and plans to meet the requirements of the RFQ in a narrative format. This narrative should convince the Organization that the bidder understands the objectives that the contract is intended to meet, the nature of the required work and the level of effort necessary to successfully complete the contract. This narrative should convince the Organization that the bidder's general approach and plans to undertake and complete the contract are appropriate to the tasks and subtasks involved.

Mere reiterations of RFQ tasks and subtasks are strongly discouraged, as they do not provide insight into the bidder's ability to complete the contract. The bidder's response to this section should be designed to convince the Organization that the bidder's detailed plans and approach proposed to complete the Scope of Work are realistic, attainable and appropriate and that the bidder's bid proposal will lead to successful contract completion.

##### **4.4.4.2 CONTRACT MANAGEMENT**

The bidder should describe its specific plans to manage, control and supervise the contract to ensure satisfactory contract completion according to the required schedule. The plan should include the bidder's approach to communicate with the Organization Project Manager including, but not limited to, status meetings, status reports, etc.

##### **4.4.4.3 CONTRACT SCHEDULE**

The bidder should include a contract schedule. If key dates are a part of this RFQ, the bidder's schedule should incorporate such key dates and should identify the completion date for each task and sub-task required by the Scope of Work. Such schedule should also identify the associated deliverable item(s) to be submitted as evidence of completion of each task and/or subtask.

The bidder should identify the contract scheduling and control methodology to be used and should provide the rationale for choosing such methodology. The use of Gantt, PERT or other charts is at the option of the bidder.

#### **4.4.4.4 MOBILIZATION AND IMPLEMENTATION PLAN**

It is essential that the Organization move forward quickly to have the contract in place. Therefore, the bidder must include as part of its proposal a mobilization and implementation plan, beginning with the date of notification of contract award. Such mobilization and implementation plan should include the following elements:

(a) A detailed timetable for the mobilization and implementation period of the project. This timetable should be designed to demonstrate how the bidder will have the contract up and operational from the date of notification of award.

(b) The bidder's plan for the deployment and use of management, supervisory or other key personnel during the mobilization and implementation period. The plan should show all management, supervisory and key personnel that will be assigned to manage, supervise and monitor the bidder's mobilization and implementation of the contract within the period.

**NOTE:** The bidder should clearly identify management, supervisory or other key staff that will be assigned only during the mobilization and implementation period.

The bidder's plan for recruitment of staff required to provide all services required by the RFQ on the contract start date at the end of the mobilization and implementation period covering

The bidder should submit a plan for the purchase and distribution of equipment, inventory, supplies, materials, etc. that will be required to fully implement the contract on the required start date.

The bidder should submit a plan for the use of subcontractor(s), if any, on this contract. Emphasis should be on how any subcontractor identified will be involved in the mobilization and implementation plan.

#### **4.4.4.5 POTENTIAL PROBLEMS**

The bidder should set forth a summary of any and all problems that the bidder anticipates during the term of the contract. For each problem identified, the bidder should provide its proposed solution.

#### **4.4.4.6 MANDATORY ATTACHMENTS**

All potential bidders must supply a sample of each of the following:

- i. A lead abatement contractor bid document for lead work to correct hazards identified in a residential dwelling with a minimum of 20 components that are hazardous
- ii. A cost estimate for the lead work in i) above
- iii. A home improvement (or other appropriate contractor) bid document for the scope of work in (i) above.
- iv. A cost estimate for the home improvement work in (i) above
- v. Digital photos of the sample residence
- vi. A sample work completion/verification form for lead treatments listed at (i).
- vii. A sample maintenance plan for the selected project.

**Failure to provide all acceptable samples to CARC with the bid will result in the bidder being determined non-responsive.**

#### **4.4.5 ORGANIZATIONAL SUPPORT AND EXPERIENCE (SECTION III)**

The bidder should include information relating to its organization, personnel, and experience, including, but not limited to, references, together with contact names and telephone numbers, evidencing the bidder's qualifications, and capabilities to perform the services required by this RFQ.

##### **4.4.5.1 LOCATION**

The bidder should include the location of the bidder's office that will be responsible for managing the contract. The bidder should include the telephone number and name of the individual to contact.

##### **4.4.5.2 ORGANIZATION CHART (CONTRACT SPECIFIC)**

The bidder should include a contract organization chart, with names showing management, supervisory and other key personnel (including sub-vendor's management, supervisory or other key personnel) to be assigned to the contract. The chart should include the labor category and title of each such individual.

##### **4.4.5.3 RESUMES**

Detailed resumes should be submitted for all management, supervisory and key personnel to be assigned to the contract. Resumes should be structured to emphasize relevant qualifications and experience of these individuals in successfully completing contracts of a similar size and scope to those required by this RFQ. Resumes should include the following:

- a. Clearly identify the individual's previous experience in completing similar contracts.
- b. Beginning and ending dates should be given for each similar contract.
- c. A description of the contract should be given and should demonstrate how the individual's work on the completed contract relates to the individual's ability to contribute to successfully providing the services required by this RFQ.
- d. With respect to each similar contract, the bidder should include the name and address of each reference together with a person to contact for a reference check and a telephone number.

##### **4.4.5.4 BACKUP STAFF**

The bidder should include a list of backup staff that may be called upon to assist or replace primary individuals assigned. Backup staff must be clearly identified as backup staff.

In the event the bidder must hire management, supervisory and/or key personnel if awarded the contract, the bidder should include, as part of its recruitment plan, a plan to secure backup staff in the event personnel initially recruited need assistance or need to be replaced during the contract term.

#### **4.4.5.5 ORGANIZATION CHART (ENTIRE FIRM)**

The bidder should include an organization chart showing the bidder's entire organizational structure. This chart should show the relationship of the individuals assigned to the contract to the bidder's overall organizational structure.

#### **4.4.5.6 EXPERIENCE OF BIDDER ON CONTRACTS OF SIMILAR SIZE AND SCOPE**

The bidder should provide a comprehensive listing of contracts of similar size and scope that it has successfully completed, as evidence of the bidder's ability to successfully complete the services required by this RFQ. Emphasis should be placed on contracts that are similar in size and scope to the work required by this RFQ. A description of all such contracts should be included and should show how such contracts relate to the ability of the firm to complete the services required by this RFP. For each such contract, the bidder should provide two names and telephone numbers of individuals for the other contract party. Beginning and ending dates should also be given for each contract.

#### **4.4.5.7 FINANCIAL CAPABILITY OF THE BIDDER**

In order to provide the Organization with the ability to judge the bidder's financial capacity and capabilities to undertake and successfully complete the contract, the bidder should submit certified financial statements to include a balance sheet, income statement and statement of cash flow, and all applicable notes for the most recent calendar year or the bidder's most recent fiscal year. If certified financial statements are not available, the bidder should provide either a reviewed or compiled statement from an independent accountant setting forth the same information required for the certified financial statements, together with a certification from the Chief Executive Officer and the Chief Financial Officer, that the financial statements and other information included in the statements fairly present in all material respects the financial condition, results of operations and cash flows of the bidder as of, and for, the periods presented in the statements. In addition, the bidder should submit a bank reference.

If the information is not supplied with the bid proposal, the Organization may still require the bidder to submit it. If the bidder fails to comply with the request within seven (7) business days, the Organization may deem the proposal non-responsive.

A bidder may designate specific financial information as not subject to disclosure when the bidder has a good faith legal/factual basis for such assertion. Bidder may submit specific financial documents in a separate, sealed package clearly marked "Confidential-Financial Information" along with the Bid Proposal.

The Organization reserves the right to make the determination to accept the assertion and shall so advise the bidder.

#### **4.4.5.8 SUBCONTRACTOR(S)**

**All bidders** must complete the **Notice of Intent to Subcontract Form** whether or not they intend to utilize subcontractors in connection with the work set forth in this RFP. If the bidder intends to utilize subcontractor(s), then the **Subcontractor Utilization Plan** must also be submitted with the bid.

Should the bidder propose to utilize a subcontractor(s) to fulfill any of its obligations, the bidder shall be responsible for the subcontractor's(s): (a) performance; (b) compliance with all of the terms and conditions of the contract; and (c) compliance with the requirements of all applicable laws.

The bidder must provide a detailed description of services to be provided by each subcontractor, referencing the applicable Section or Subsection of this RFQ.

The bidder should provide detailed resumes for each subcontractor's management, supervisory and other key personnel that demonstrate knowledge, ability and experience relevant to that part of the work which the subcontractor is designated to perform.

The bidder should provide documented experience to demonstrate that each subcontractor has successfully performed work on contracts of a similar size and scope to the work that the subcontractor is designated to perform in the bidder's proposal.

**All bidders** must complete the **Notice of Intent to Subcontract Form** whether or not they intend to utilize subcontractors in connection with the work set forth in this RFQ. If the bidder intends to utilize subcontractor(s), then the **Subcontractor Utilization Plan** must also be submitted with the bid.

N.J.A.C. 17:13-4 and Executive Order 71 mandate that if the bidder proposes to utilize a subcontractor, the bidder must make a good faith effort to meet the set-aside subcontracting targets of awarding a total of twenty-five percent (25%) of the value of the contract to New Jersey-based, New Jersey Commerce, Economic Growth & Tourism Commission registered small businesses, with a minimum of five (5) percent awarded to each of the three categories set forth below, and the balance of ten (10) percent spread across the three annual gross revenue categories: Category I – \$1 to \$500,000; Category II - \$500,001 to \$5,000,000; Category III - \$5,000,001 to \$12,000,000.

Should the bidder choose to use subcontractors and fail to meet the Small Business Subcontracting targets set forth above, the bidder must submit documentation demonstrating its good faith effort to meet the targets with its bid proposal or within seven (7) business days upon request.

Should the bidder propose to utilize a subcontractor(s) to fulfill any of its obligations, the bidder shall be responsible for the subcontractor's(s): (a) performance; (b) compliance with all of the terms and conditions of the contract; and (c) compliance with the requirements of all applicable laws.

The bidder must provide a detailed description of services to be provided by each subcontractor, referencing the applicable Section or Subsection of this RFQ.

The bidder should provide detailed resumes for each subcontractor's management, supervisory and other key personnel that demonstrate knowledge, ability and experience relevant to that part of the work which the subcontractor is designated to perform.

The bidder should provide documented experience to demonstrate that each subcontractor has successfully performed work on contracts of a similar size and scope to the work that the subcontractor is designated to perform in the bidder's proposal.

#### **4.4.6 PRICE SCHEDULE (SECTION IV)**

The bidder must submit its pricing using the template format set forth in the Organization supplied price sheet(s) attached to this RFQ. Failure to submit all information required will result in the bid being considered non-responsive. Each bidder is required to hold its prices firm through issuance of contract.

## **5.0 SPECIAL CONTRACTUAL TERMS AND CONDITIONS**

### **5.1 PRECEDENCE OF SPECIAL CONTRACTUAL TERMS AND CONDITIONS**

The contract(s) awarded as a result of this RFQ shall consist of this RFQ, addendum to this RFQ, the contractor's bid proposal and the Division's Notice of Award.

Unless specifically requested within this RFQ, the Special Contractual Terms and Conditions of the RFQ take precedence over The NJ Standard Terms and Conditions version 10/21/2011.

In the event of a conflict between the provisions of this RFP, including the Special Contractual Terms and Conditions and The NJ Standard Terms and Conditions version 10/21/2011, and any Addendum to this RFQ, the Addendum shall govern.

In the event of a conflict between the provisions of this RFQ, including any Addendum to this RFQ, and the bidder's bid proposal, the RFQ and/or the Addendum shall govern.

### **5.2 CONTRACT TERM AND EXTENSION OPTION**

The term of the contract shall be for the duration of the Lead-Safe Home Remediation Pilot Grant Program (24 months from startup date November 1, 2016).

The contract may be extended for additional periods of up to one (1) year, by mutual written consent of the contractor and the Executive Director at the same terms, conditions and pricing. The length of each extension shall be determined when the extension request is processed.

Should the contract be extended, the contractor shall be paid at the rates in effect in the last year of the contract.

### **5.3 CONTRACT TRANSITION**

In the event that a new contract has not been awarded prior to the contract expiration date, as may be extended herein, it shall be incumbent upon the contractor to continue the contract under the same terms and conditions until a new contract can be completely operational. At no time shall this transition period extend more than **30** days beyond the expiration date of the contract.

### **5.4 CONTRACT AMENDMENT**

Any changes or modifications to the terms of the contract shall be valid only when they have been reduced to writing and signed by the contractor and the Director.

### **5.5 CONTRACTOR RESPONSIBILITIES**

The contractor shall have sole responsibility for the complete effort specified in the contract. Payment will be made only to the contractor. The contractor shall have sole responsibility for all payments due any subcontractor.



The contractor is responsible for the professional quality, technical accuracy and timely completion and submission of all deliverables, services or commodities required to be provided under the contract. The contractor shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in its deliverables and other services. The approval of deliverables furnished under this contract shall not in any way relieve the contractor of responsibility for the technical adequacy of its work. The review, approval, acceptance or payment for any of the services shall not be construed as a waiver of any rights that the Organization may have arising out of the contractor's performance of this contract.

## **5.6 SUBSTITUTION OF STAFF**

If it becomes necessary for the contractor to substitute any management, supervisory or key personnel, the contractor will identify the substitute personnel and the work to be performed.

The contractor must provide detailed justification documenting the necessity for the substitution. Resumes must be submitted evidencing that the individual(s) proposed as substitution(s) have qualifications and experience equal to or better than the individual(s) originally proposed or currently assigned.

The contractor shall forward a request to substitute staff to the Organization Project Manager for consideration and approval. No substitute personnel are authorized to begin work until the contractor has received written approval to proceed from the Organization Project Manager.

## **5.7 SUBSTITUTION OR ADDITION OF SUBCONTRACTOR(S)**

This Subsection serves to supplement but not to supersede Section 3.11 of The NJ Standard Terms & Conditions version 10/21/2011.

If it becomes necessary for the contractor to substitute a subcontractor, add a subcontractor or substitute its own staff for a subcontractor, the contractor will identify the proposed new subcontractor or staff member(s) and the work to be performed. The contractor must provide detailed justification documenting the necessity for the substitution or addition.

The contractor must provide detailed resumes of its proposed replacement staff or of the proposed subcontractor's management, supervisory and other key personnel that demonstrate knowledge, ability and experience relevant to that part of the work which the subcontractor is to undertake.

The qualifications and experience of the replacement(s) must equal or exceed those of similar personnel proposed by the contractor in its bid proposal.

The contractor shall forward a written request to substitute or add a subcontractor or to substitute its own staff for a subcontractor to the Organization Project Manager for consideration. If the Organization Project Manager approves the request, the Organization Project Manager will forward the request to the Executive Director for final approval.

No substituted or additional subcontractors are authorized to begin work until the contractor has received written approval from the Executive Director.

## **5.8 OWNERSHIP OF MATERIAL**

All data, technical information, materials gathered, originated, developed, prepared, used or obtained in the performance of the contract, including, but not limited to, all reports, surveys, plans, charts, literature, brochures, mailings, recordings (video and/or audio), pictures, drawings, analyses, graphic representations, software computer programs and accompanying documentation and print-outs, notes and memoranda, written procedures and documents, regardless of the organization of completion, which are prepared for or are a result of the services required under this contract shall be and remain the property of Community Affairs and Resource Center and shall be delivered to Community Affairs and Resource Center upon 30 days' notice by CARC. With respect to software computer programs and/or source codes developed for the Organization, the work shall be considered "work for hire", i.e., the Organization, not the contractor or subcontractor, shall have full and complete ownership of all software computer programs and/or source codes developed. To the extent that any of such materials may not, by operation of the law, be a work made for hire in accordance with the terms of this Agreement, contractor or subcontractor hereby assigns to the Organization all right, title and interest in and to any such material, and the Organization shall have the right to obtain and hold in its own name and copyrights, registrations and any other proprietary rights that may be available.

Should the bidder anticipate bringing pre-existing intellectual property into the project, the intellectual property must be identified in the bid proposal. Otherwise, the language in the first paragraph of this section prevails. If the bidder identifies such intellectual property ("Background IP") in its bid proposal, then the Background IP owned by the bidder on the date of the contract, as well as any modifications or adaptations thereto, remain the property of the bidder. Upon contract award, the bidder or contractor shall grant the Organization a non-exclusive, perpetual royalty free license to use any of the bidder/contractor's Background IP delivered to the Organization for the purposes contemplated by the Contract.

## **5.9 DATA CONFIDENTIALITY**

All financial, statistical, personnel and/or technical data supplied by the Organization to the contractor are confidential. The contractor is required to use reasonable care to protect the confidentiality of such data. Any use, sale or offering of this data in any form by the contractor, or any individual or entity in the contractor's charge or employ, will be considered a violation of this contract and may result in contract termination and the contractor's suspension or debarment from Organization contracting. In addition, such conduct may be reported to the Organization Attorney General for possible criminal prosecution.

## **5.10 NEWS RELEASES**

The contractor is not permitted to issue news releases pertaining to any aspect of the services being provided under this contract without the prior written consent of the Executive Director.

## **5.11 ADVERTISING**

The contractor shall not use CARC's name, logos, images, or any data or results arising from this contract as a part of any commercial advertising without first obtaining the prior written consent of the Executive Director.

## **5.12 LICENSES AND PERMITS**

The contractor shall obtain and maintain in full force and effect all required licenses, permits, and authorizations necessary to perform this contract. The contractor shall supply the Organization Project Manager with evidence of all such licenses, permits and authorizations. This evidence shall be submitted subsequent to the contract award. All costs associated with any such licenses, permits and authorizations must be considered by the bidder in its bid proposal.

## **5.13 CLAIMS AND REMEDIES**

### **5.13.1 CLAIMS**

All claims asserted against the Organization by the contractor shall be subject to the New Jersey Tort Claims Act, N.J.S.A. 59:1-1, et seq., and/or the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1, et seq.

### **5.13.2 REMEDIES**

Nothing in the contract shall be construed to be a waiver by the Organization of any warranty, expressed or implied, of any remedy at law or equity, except as specifically and expressly organization in a writing executed by the Executive Director.

### **5.13.3 REMEDIES FOR FAILURE TO COMPLY WITH MATERIAL CONTRACT REQUIREMENTS**

In the event that the contractor fails to comply with any material contract requirements, the Executive Director may take steps to terminate the contract in accordance with the Organization administrative code and/or authorize the delivery of contract items by any available means, with the difference between the price paid and the defaulting contractor's price either being deducted from any monies due the defaulting contractor or being an obligation owed the Organization by the defaulting contractor.

## **5.14 LATE DELIVERY**

The contractor must immediately advise the Organization Project Manager of any circumstance or event that could result in late completion of any task or subtask called for to be completed on a date certain. Notification must also be provided to the Executive Director at the address below:

Community Affairs and Resource Center  
913 Sewall Ave,  
Asbury Park,  
New Jersey 07712

If the contractor cannot meet the contract completion date for any task or subtask required to be completed by a date certain, the contractor shall be liable to the Organization to the sum of 10% of total contract per

workday that such task, subtask or work remains incomplete following its contractually agreed upon completion date. Such sum shall be treated as liquidated damages and not as penalty.

### **5.15 ORGANIZATION'S OPTION TO REDUCE SCOPE OF WORK**

The Organization has the option, in its sole discretion, to reduce the scope of work for any task or subtask called for under this contract. In such an event, the Program Manager shall provide advance written notice to the contractor.

Upon receipt of such written notice, the contractor will submit, within five (5) working days to the Executive Director and the Project Manager, an itemization of the work effort already completed by task or subtask. The contractor shall be compensated for such work effort according to the applicable portions of its price schedule.

### **5.16 SUSPENSION OF WORK**

The Organization Project Manager may, for valid reason, issue a stop order directing the contractor to suspend work under the contract for a specific time. The contractor shall be paid until the effective date of the stop order. The contractor shall resume work upon the date specified in the stop order, or upon such other date as the Organization Project Manager may thereafter direct in writing. The period of suspension shall be deemed added to the contractor's approved schedule of performance. The Director and the contractor shall negotiate an equitable adjustment, if any, to the contract price.

### **5.17 CHANGE IN LAW**

Whenever an unforeseen change in applicable law or regulation affects the services that are the subject of this contract, the contractor shall advise the Organization Project Manager and the Executive Director in writing and include in such written transmittal any estimated increase or decrease in the cost of its performance of the services as a result of such change in law or regulation. The Executive Director and the contractor shall negotiate an equitable adjustment, if any, to the contract price.

### **5.18 CONTRACT PRICE INCREASE (PREVAILING WAGE)**

If the Prevailing Wage Act (N.J.S.A. 34:11-56 et seq.) is applicable to the contract, the contractor may apply to the Executive Director, on the anniversary of the effective date of the contract, for a contract price increase. The contract price increase will be available only for an increase in the prevailing wages of trades and occupations covered under this contract during the prior year. The contractor must substantiate with documentation the need for the increase and submit it to the Executive Director for review and determination of the amount, if any, of the requested increase, which shall be available for the upcoming contract year. No retroactive increases will be approved by the Executive Director.

### **5.19 PUBLIC WORKS CONTRACT-ADDITIONAL AFFIRMATIVE ACTION REQUIREMENT**

N.J.S.A. 10:5-33 requires that:

"During the performance of this contract, the contractor agrees as follows:

- a) The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to sexual orientation and gender identity or expression, the contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sexual orientation, gender identity or expression, disability, nationality or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause;
- b) The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, organization that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sexual orientation, gender identity or expression, disability, nationality or sex;
- c) The contractor or subcontractor where applicable, will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment."

## **5.20 ADDITIONAL WORK AND/OR SPECIAL PROJECTS**

The contractor shall not begin performing any additional work or special projects without first obtaining written approval from both the Organization Project Manager and the Executive Director.

In the event of additional work and/or special projects, the contractor must present a written proposal to perform the additional work to the Organization Project Manager. The proposal should provide justification for the necessity of the additional work. The relationship between the additional work and the base contract work must be clearly established by the contractor in its proposal.

The contractor's written proposal must provide a detailed description of the work to be performed broken down by task and subtask. The proposal should also contain details on the level of effort, including hours, labor categories, etc., necessary to complete the additional work.

The written proposal must detail the cost necessary to complete the additional work in a manner consistent with the contract. The written price schedule must be based upon the hourly rates, unit costs or other cost elements submitted by the contractor in the contractor's original bid proposal submitted in response to this RFQ. Whenever possible, the price schedule should be a firm, fixed cost to perform the required work. The firm fixed price should specifically reference and be tied directly to costs submitted by the contractor in its original bid proposal. A payment schedule, tied to successful completion of tasks and subtasks, must be included.

Upon receipt and approval of the contractor's written proposal, the Organization Project Manager shall forward same to the Executive Director for the Director's written approval. Complete documentation from

the Using Agency, confirming the need for the additional work, must be submitted. Documentation forwarded by the Organization Project Manager to the Executive Director must include all other required Organization approvals, such as those that may be required from Community Affairs and Resource Center's Office of Management and Budget (OMB) and Office of Information and Technology (OIT).

No additional work and/or special project may commence without the Program Manager's written approval. In the event the contractor proceeds with additional work and/or special projects without the Program Manager's written approval, it shall be at the contractor's sole risk. The Organization shall be under no obligation to pay for work performed without the Program manager's written approval.

## **5.21 FORM OF COMPENSATION AND PAYMENT**

This Section supplements Section 4.5 of The NJ Standard Terms and Conditions version 10/21/2011. The contractor must submit official Organization invoice forms to the Organization with supporting documentation evidencing that work for which payment is sought has been satisfactorily completed. Invoices must reference the tasks or subtasks detailed in the Scope of Work section of the RFQ and must be in strict accordance with the firm, fixed prices submitted for each task or subtask on the RFQ pricing sheets. When applicable, invoices should reference the appropriate RFQ price sheet line number from the contractor's bid proposal. All invoices must be approved by the Organization Project Manager before payment will be authorized.

In addition, primary contractors must provide, on a monthly and cumulative basis, a breakdown in accordance with the budget submitted, of all monies paid to any small business subcontractor(s). This breakdown shall be sent to the Purchase Bureau Business Unit, Set-Aside Coordinator.

Invoices must also be submitted for any special projects, additional work or other items properly authorized and satisfactorily completed under the contract. Invoices shall be submitted according to the payment schedule agreed upon when the work was authorized and approved. Payment can only be made for work when it has received all required written approvals and has been satisfactorily completed.

## **5.22 MODIFICATIONS AND CHANGES TO The NJ Standard Terms and Conditions version 10/21/2011**

NJ Standard Terms and Conditions version 07/27/07 is attached to this RFQ.

### **5.22.1 PATENT AND COPYRIGHT INDEMNITY**

Section 2.1 of The NJ Standard Terms and Conditions version 10/21/2011 is deleted and replaced with the following:

#### **2.1 Patent and Copyright Indemnity**

a) The Contractor shall hold and save Community Affairs and Resource Center, its officers, agents, servants and employees, harmless from liability of any nature or kind for or on account of the use of any copyrighted or uncopied composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance of the contract.

b) The Organization agrees: (1) to promptly notify the Contractor in writing of such claim or suit; (2) that the Contractor shall have control of the defense of settlement of such claim or suit; and (3) to cooperate with the Contractor in the defense of such claim or suit, to the extent that the interests of the Contractor and the Organization are consistent.

c) In the event of such claim or suit, the Contractor, at its option, may: (1) procure for the Organization the legal right to continue the use of the product; (2) replace or modify the product to provide a non-infringing product that is the functional equivalent; or (3) refund the purchase price less a reasonable allowance for use that is agreed to by both parties.

### **5.22.2 INDEMNIFICATION**

Section 2.2 of The NJ Standard Terms and Conditions version 10/21/2011, is deleted and replaced with the following:

#### **2.2 Indemnification**

The contractor's liability to the Organization for actual, direct damages resulting from the contractor's performance or non-performance, or in any manner related to the contract, for any and all claims, shall be limited in the aggregate to 500 % of the value of the contract, except that such limitation of liability shall not apply to the following:

1. The contractor's obligation to indemnify the Organization and its employees from and against any claim, demand, loss, damage or expense relating to bodily injury or the death of any person or damage to real property or tangible personal property, incurred from the work or materials supplied by the contractor under the contract caused by negligence or willful misconduct of the contractor;

2. The contractor's breach of its obligations of confidentiality; and,

3. Contractor's liability with respect to copyright indemnification.

The contractor's indemnification obligation is not limited by but is in addition to the insurance obligations contained in Section 2.3 of The NJ Standard Terms and Conditions version 10/21/2011.

The contractor shall not be liable for special, consequential, or incidental damages.

### **5.22.3 INSURANCE - PROFESSIONAL LIABILITY INSURANCE**

Section 2.3 of The NJ Standard Terms and Conditions version 10/21/2011 regarding insurance is modified with the addition of the following section regarding Professional Liability Insurance.

d) Professional Liability Insurance: The Contractor shall carry Errors and Omissions, Professional Liability Insurance and/or Professional Liability Malpractice Insurance sufficient to protect the Contractor from any liability arising out the professional obligations performed pursuant to the requirements of the Contract. The insurance shall be in the amount of not less than \$5,000,000 and in such policy forms as shall be approved by the Organization. If the Contractor has claims-made coverage and subsequently changes carriers during the term of the Contract, it shall obtain from

its new Errors and Omissions, Professional Liability Insurance and/or Professional Malpractice Insurance carrier an endorsement for retroactive coverage.

### **5.23 CONTRACT ACTIVITY REPORT**

In conjunction with the standard record keeping requirements of this contract, as required by in paragraph 3.19 of The NJ Standard Terms and Conditions version 10/21/2011, contractor(s) must provide, on a calendar quarter basis, to the Purchase Bureau buyer assigned, a record of all purchases made under their contract award resulting for this Request for Qualifications. This includes purchases made by all using agencies including the Organization and political sub-divisions thereof. This reporting requirement includes sales to Organization using agencies and, if permitted under the terms of the contract, sales to counties, municipalities, school districts, volunteer fire departments, first aid squads and rescue squads, and independent institutions of higher education. The requirement also includes sales to Organization and County Colleges and Quasi-Organization Agencies. Quasi-Organization Agencies include any agency, commission, board, authority or other such governmental entity which is established and is allocated to an Organization department or any bi-organization governmental entity of which Community Affairs and Resource Center is a member.

This information must be provided in a tabular format such that an analysis can be made to determine the following:

- Contractor's total sales volume to each purchaser under the contract, subtotaled by product, including, if applicable, catalog number and description, price list with appropriate page reference and/or contract discount applied.
- Total dollars paid to subcontractors.

Submission of purchase orders, confirmations, and/or invoices do not fulfill this contract requirement for information.

Contractors are strongly encouraged to submit the required information in electronic spreadsheet format. CARC uses Microsoft Excel.

Failure to report this mandated information will be a factor in future award decisions.



## **6.0 PROPOSAL EVALUATION**

### **6.1 PROPOSAL EVALUATION COMMITTEE**

Bid proposals may be evaluated by an Evaluation Committee composed of CARC members of the governing board, staff members together with representative(s) from other organizations. Representatives from other governmental agencies may also serve on the Evaluation Committee. On occasion, the Evaluation Committee may choose to make use of the expertise of outside consultant in an advisory role.

### **6.2 ORAL PRESENTATION AND/OR CLARIFICATION OF BID PROPOSAL**

After the submission of bid proposals, unless requested by the Organization as noted below, vendor contact with the Organization is still not permitted.

A bidder may be required to give an oral presentation to the Evaluation Committee concerning its bid proposal. The Evaluation Committee may also require a bidder to submit written responses to questions regarding its bid proposal.

The purpose of such communication with a bidder, either through an oral presentation or a letter of clarification, is to provide an opportunity for the bidder to clarify or elaborate on its bid proposal. Original bid proposals submitted, however, cannot be supplemented, changed, or corrected in any way. No comments regarding other bid proposals are permitted. Bidders may not attend presentations made by their competitors.

It is within the Evaluation Committee's discretion whether to require a bidder to give an oral presentation or require a bidder to submit written responses to questions regarding its bid proposal. Action by the Evaluation Committee in this regard should not be construed to imply acceptance or rejection of a bid proposal.

The Purchase Bureau buyer will be the sole point of contact regarding any request for an oral presentation or clarification.

### **6.3 EVALUATION CRITERIA**

The following evaluation criteria categories, not necessarily listed in order of significance, will be used to evaluate bid proposals received in response to this RFQ. The evaluation criteria categories may be used to develop more detailed evaluation criteria to be used in the evaluation process:

#### **6.3.1 TECHNICAL EVALUATION CRITERIA**

- A) The bidder's general approach and plans in meeting the requirements of this RFQ.
- B) The bidder's detailed approach and plans to perform the services required by the Scope of Work of this RFQ.

- C) The bidder's documented experience in successfully completing contracts of a similar size and scope to the work required by this RFQ.
- D) The qualifications and experience of the bidder's management, supervisory or other key personnel assigned to the contract, with emphasis on documented experience in successfully completing work on contracts of similar size and scope to the work required by this RFQ.
- E) The overall ability of the bidder to mobilize, undertake and successfully complete the contract. This judgment will include, but not be limited to, the following factors: the number and qualifications of management, supervisory and other staff proposed by the bidder to complete the contract, the availability and commitment to the contract of the bidder's management, supervisory and other staff proposed and the bidder's contract management plan, including the bidder's contract organizational chart.

### **6.3.2 BIDDER'S PRICE SCHEDULE**

For evaluation purposes, bidders will be ranked according to the total bid price located on the Price Sheet. See Exhibit

### **6.3.3 BID DISCREPANCIES**

In evaluating bids, discrepancies between words and figures will be resolved in favor of words. Discrepancies between unit prices and totals of unit prices will be resolved in favor of unit prices. Discrepancies in the multiplication of units of work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated total of multiplied unit prices and units of work and the actual total will be resolved in favor of the actual total. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the corrected sum of the column of figures.

### **6.3.4 EVALUATION OF THE BID PROPOSALS**

The Evaluation Committee will complete its evaluation and recommend to the Executive Director for award the responsible bidder(s) whose bid proposal, conforming to this RFQ, is most advantageous to the Organization, price and other factors considered. The Evaluation Committee considers and assesses price, technical criteria, and other factors during the evaluation process.

## **6.4 NEGOTIATION AND BEST AND FINAL OFFER (BAFO)**

Following the opening of bid proposals, the Organization shall, pursuant to N.J.S.A. 52:34-12(f), negotiate one or more of the following contractual issues: the technical services offered, the terms and conditions and/or the price of a proposed contract award with any bidder, and/or solicit a Best and Final Offer (BAFO) from one or more bidders.

Initially, the Evaluation Committee will conduct a review of all the bids and select bidders to contact to negotiate and/or conduct a BAFO based on its evaluation and determination of the bid proposals that best satisfy the evaluation criteria and RFQ requirements, and that are most advantageous to the Organization, price and other factors considered. The Committee may not contact all bidders to negotiate and/or to submit a BAFO.

In response to the Organization's request to negotiate, bidders must continue to satisfy all mandatory RFQ requirements but may improve upon their original technical proposal in any revised technical proposal. However, any revised technical proposal that does not continue to satisfy all mandatory requirements will be rejected as non-responsive and the original technical proposal will be used for any further evaluation purposes in accordance with the following procedure.

In response to the Organization's request for a BAFO, bidders may submit a revised price proposal that is equal to or lower in price than their original submission, but must continue to satisfy all mandatory requirements. Any revised price proposal that is higher in price than the original will be rejected as non-responsive and the original bid will be used for any further evaluation purposes.

After receipt of the results of the negotiation and/or the BAFO(s), the Evaluation Committee will complete its evaluation and recommend to the Executive Director for award that responsible bidder(s) whose bid proposal, conforming to this RFQ, is most advantageous to the Organization, price and other factors considered.

All contacts, records of initial evaluations, any correspondence with bidders related to any request for negotiation or BAFO, any revised technical and/or price proposals, the Evaluation Committee Report and the Award Recommendation, will remain confidential until a Notice of Intent to Award a contract is issued.

## **7.0 CONTRACT AWARD**

### **7.1 DOCUMENTS REQUIRED BEFORE CONTRACT AWARD**

#### **7.1.1 REQUIREMENTS OF N.J.S.A. 19:44A-20.13-25 (FORMERLY EXECUTIVE ORDER 134)**

In order to safeguard the integrity of Organization government procurement by imposing restrictions to insulate the negotiation and award of Organization contracts from political contributions that pose the risk of improper influence, purchase of access, or the appearance thereof, the Legislature enacted N.J.S.A. 19:44A-20.13 – 25 on March 22, 2005 the “Legislation”), retroactive to October 15, 2004, superseding the terms of Executive Order 134. Pursuant to the requirements of the Legislation, the terms and conditions set forth in this section are material terms of any contract resulting from this RFQ:

##### **7.1.1.1 DEFINITIONS**

For the purpose of this section, the following shall be defined as follows:

a) Contribution – means a contribution reportable as a recipient under “The New Jersey Campaign Contributions and Expenditures Reporting Act.” P.L. 1973, c. 83 (C.19:44A-1 et seq.), and implementing regulations set forth at N.J.A.C. 19:25-7 and N.J.A.C. 19:25-10.1 et seq. Through December 31, 2004, contributions in excess of \$400 during a reporting period were deemed "reportable" under these laws. As of January 1, 2005, that threshold was reduced to contributions in excess of \$300.

b) Business Entity – means any natural or legal person, business corporation, professional services corporation, Limited Liability Company, partnership, limited partnership, business trust, association or any other legal commercial entity organized under the laws of New Jersey or any other organization or foreign jurisdiction. The definition of a business entity includes (i)all principals who own or control more than 10 percent of the profits or assets of a business entity or 10 percent of the stock in the case of a business entity that is a corporation for profit, as appropriate; (ii)any subsidiaries directly or indirectly controlled by the business entity; (iii)any political organization organized under section 527 of the Internal Revenue Code that is directly or indirectly controlled by the business entity, other than a candidate committee, election fund, or political party committee; and (iv)if a business entity is a natural person, that person’s spouse or child, residing in the same household.

##### **7.1.1.2 BREACH OF TERMS OF THE LEGISLATION**

It shall be a breach of the terms of the contract for the Business Entity to (i)make or solicit a contribution in violation of the Legislation, (ii)knowingly conceal or misrepresent a contribution given or received; (iii)make or solicit contributions through intermediaries for the purpose of concealing or misrepresenting the source of the contribution; (iv)make or solicit any contribution on the condition or with the agreement that it will be contributed to a campaign committee or any candidate of holder of the public office of Governor, or to any Organization or county party committee; (v)engage or employ a lobbyist or consultant with the intent or understanding that such lobbyist or consultant would make or solicit any contribution, which if made or solicited by

the business entity itself, would subject that entity to the restrictions of the Legislation; (vi) fund contributions made by third parties, including consultants, attorneys, family members, and employees; (vii) engage in any exchange of contributions to circumvent the intent of the Legislation; or (viii) directly or indirectly through or by any other person or means, do any act which would subject that entity to the restrictions of the Legislation.

#### **7.1.1.3 CERTIFICATION AND DISCLOSURE REQUIREMENTS**

a) The Organization shall not enter into a contract to procure from any Business Entity services or any material, supplies or equipment, or to acquire, sell or lease any land or building, where the value of the transaction exceeds \$17,500, if that Business Entity has solicited or made any contribution of money, or pledge of contribution, including in-kind contributions to a candidate committee and/or election fund of any candidate for or holder of the public office of Governor, or to any Organization or county political party committee during certain specified time periods.

b) Prior to awarding any contract or agreement to any Business Entity, the Business Entity proposed as the intended awardee of the contract shall submit the Certification and Disclosure form, certifying that no contributions prohibited by the Legislation have been made by the Business Entity and reporting all contributions the Business Entity made during the preceding four years to any political organization organized under 26 U.S.C.527 of the Internal Revenue Code that also meets the definition of a “continuing political committee” within the mean of N.J.S.A. 19:44A-3(n) and N.J.A.C. 19:25-1.7., shall be provided to the intended awardee for completion and submission to the Purchase Bureau with the Notice of Intent to Award. Upon receipt of a Notice of Intent to Award a Contract, the intended awardee shall submit to the Division, in care of the Purchase Bureau Buyer, the Certification and Disclosure(s) within five (5) business days of the Organization’s request. Failure to submit the required forms will preclude award of a contract under this RFP, as well as future contract opportunities.

c) Further, the Contractor is required, on a continuing basis, to report any contributions it makes during the term of the contract, and any extension(s) thereof, at the time any such contribution is made. The required form and instructions, shall be provided to the intended awardee with the Notice of Intent to Award.

#### **7.1.1.4 ORGANIZATION TREASURER REVIEW**

The Organization Treasurer or his designee shall review the Disclosures submitted pursuant to this section, as well as any other pertinent information concerning the contributions or reports thereof by the intended awardee, prior to award, or during the term of the contract, by the contractor. If the Organization Treasurer determines that any contribution or action by the contractor constitutes a breach of contract that poses a conflict of interest in the awarding of the contract under this solicitation, the Organization Treasurer shall disqualify the Business Entity from award of such contract.

#### **7.1.1.5 ADDITIONAL DISCLOSURE REQUIREMENT OF P.L. 2005, C. 271**

Contractor is advised of its responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Law Enforcement Commission (ELEC), pursuant to P.L. 2005, c. 271, section 3 if the contractor receives contracts in excess of \$50,000 from a

public entity in a calendar year. It is the contractor's responsibility to determine if filing is necessary. Failure to so file can result in the imposition of financial penalties by ELEC. Additional information about this requirement is available from ELEC at 888-313-3532 or at [www.elec.organization.nj.us](http://www.elec.organization.nj.us).

## **7.1.2 SOURCE DISCLOSURE REQUIREMENTS**

### **7.1.2.1 REQUIREMENTS OF N.J.S.A. 52:34-13.2**

Under the referenced statute, effective August 3, 2005, all contracts primarily for services awarded by the Executive Director shall be performed within the United Organizations, except when the Executive Director certifies in writing a finding that a required service cannot be provided by a contractor or subcontractor within the United Organizations and the certification is approved by the Organization Treasurer.

### **7.1.2.2 SOURCE DISCLOSURE REQUIREMENTS**

Pursuant to the statutory requirements, the intended awardee of a contract primarily for services with Community Affairs and Resource Center must disclose the location by country where services under the contract, including subcontracted services, will be performed.

**FAILURE TO SUBMIT SOURCING INFORMATION WHEN REQUESTED BY THE ORGANIZATION SHALL PRECLUDE AWARD OF A CONTRACT TO THE BIDDER.**

If any of the services cannot be performed within the United Organizations, the bidder shall organization with specificity the reasons why the services cannot be so performed. The Executive Director shall determine whether sufficient justification has been provided by the bidder to form the basis of his certification that the services cannot be performed in the United Organizations and whether to seek the approval of the Treasurer.

### **7.1.2.3 BREACH OF CONTRACT OF EXECUTIVE ORDER 129**

**A SHIFT TO PROVISION OF SERVICES OUTSIDE THE UNITED ORGANIZATIONS DURING THE TERM OF THE CONTRACT SHALL BE DEEMED A BREACH OF CONTRACT.**

If, during the term of the contract, the contractor or subcontractor, who had on contract award declared that services would be performed in the United Organizations, proceeds to shift the performance of any of the services outside the United Organizations, the contractor shall be deemed to be in breach of its contract, which contract shall be subject to termination for cause pursuant to Section 3.5b.1 of the Standard Terms and Conditions version 07/27/07 of the RFP, unless previously approved by the Executive Director and the Treasurer.

## **7.2 FINAL CONTRACT AWARD**

Contract award[s] shall be made with reasonable promptness by written notice to the responsible bidder(s), whose bid proposal(s), conforming to this RFQ, is(are) most advantageous to the Organization, price, and

other factors considered. Any or all bid proposals may be rejected when the Organization Treasurer or the Executive Director determines that it is in the public interest to do so.

### **7.3 INSURANCE CERTIFICATES**

The contractor shall provide the Organization with current certificates of insurance for all coverages required by the terms of this contract, naming the Organization as an Additional Insured.

### **7.4 PERFORMANCE BOND**

This section supplements Section 3.3b of The NJ Standard Terms and Conditions version 10/21/2011. A performance bond is required. The amount of the performance bond is noted on the RFQ signatory page. The contractor must provide the performance bond within thirty (30) days of the effective date of the contract award. The performance bond must remain in full force and effect for the term of the contract and any extension thereof. Within thirty (30) days of the anniversary of the contract effective date, the contractor shall provide proof to the Executive Director that the performance bond in the required amount is in effect. Failure to provide such proof may result in the suspension of payment to the contractor until such time the contractor complies with this requirement.

Although the performance bond is required for the full term of the contract, the Executive Director recognizes that the industry practice of sureties is to issue a one year performance bond for goods and services contracts. Thus, the contractor is required to submit a one year performance bond for the amount required under the contract and, on each succeeding anniversary date of the contract, provide a continuation or renewal certificate to evidence that the bond is in effect for the next year of the contract. This procedure will remain in place for each year of the contract thereafter until the termination of the contract. Failure to provide such proof on the anniversary date of the contract shall result in suspension of the contract, and possibly, termination of the contract.

For performance bonds based on a percentage of the total estimated contract price, the performance bond requirement is calculated as follows. For the first year of the contract, the performance bond percentage on the RFQ signatory page is applied to the estimated total contract amount for the full term of the contract. On each anniversary of the effective date of the contract, the amount of the required performance bond, unless otherwise noted, is calculated by applying the established RFQ performance bond percentage to the outstanding balance of the estimated amount of the contract price to be paid to the contractor.

In the event that the contract price is increased by amendment to the contract, the contractor may be required to provide, within thirty (30) days of the effective date of the amendment, performance bond coverage for the increase in contract price. The required increase in the performance bond amount is calculated by applying the established bond percentage set forth on RFQ signatory page to the increase in contract price. Failure to provide such proof to the Executive Director of this required coverage may result in the suspension of payment to the contractor until such time the contractor complies with this requirement.

## **8.0 CONTRACT ADMINISTRATION**

### **8.1 PROJECT MANAGER**

The Organization Project Manager is the Organization employee responsible for the overall management and administration of the contract.

The Organization Project Manager for this project will be identified at the time of execution of contract. At that time, the contractor will be provided with the Organization Project Manager's name, agency, address, telephone number, fax phone number, and email address.

#### **8.1.1 ORGANIZATION PROJECT MANAGER RESPONSIBILITIES**

For an agency contract where only one Organization office uses the contract, the Organization Project Manager will be responsible for engaging the contractor, assuring that Purchase Orders are issued to the contractor, directing the contractor to perform the work of the contract, approving the deliverables and approving payment vouchers. The Organization Project Manager is the person that the contractor will contact **after the contract is executed** for answers to any questions and concerns about any aspect of the contract. The Organization Project Manager is responsible for coordinating the use and resolving minor disputes between the contractor and any component part of the Organization Project Manager's Department.

If the contract has multiple users, then the Organization Project Manager shall be the central coordinator of the use of the contract for all Using Agencies, while other Organization employees engage and pay the contractor. All persons and agencies that use the contract must notify and coordinate the use of the contract with the Organization Project Manager.

#### **8.1.2 COORDINATION WITH THE ORGANIZATION PROJECT MANAGER**

Any contract user that is unable to resolve disputes with a contractor shall refer those disputes to the Organization Project Manager for resolution. Any questions related to performance of the work of the contract by contract users shall be directed to the Organization Project Manager. The contractor may contact the Organization Project Manager if the contractor cannot resolve a dispute with contract users.